



CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000, ext. 6240
FAX (401) 737-2364

SCOTT AVEDISIAN
MAYOR

JAMES F. MARCELLO
PURCHASING AGENT

The following notice is to appear on the City of Warwick's website Friday, April 19, 2013. The website address is <http://www.warwickri.gov/bids>.

CITY OF WARWICK
BIDS REQUESTED FOR

Bid #2013-226 Provide, Develop & Implement Sewer Assessment Software

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, April 19, 2013.

A pre-bid conference will be held on Friday, May 10, 2013 at 10:00 AM in the lower level conference room at Warwick City Hall, 3275 Post Rd., Warwick RI.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM, Friday, May 24, 2013. The bids will be opened publicly commencing 10:00 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, Ext. 6241 at least 48 hours in advance of the bid opening date.

James F. Marcello
Purchasing Agent

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid #2013-226 Provide, Develop & Implement Sewer Assessment Software

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, April 19, 2013.

A pre-bid conference will be held on Friday, May 10, 2013 at 10:00 AM in the lower level conference room at Warwick City Hall, 3275 Post Rd., Warwick RI.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM, Friday, May 24, 2013. The bids will be opened publicly commencing 10:00 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and two (2) copies in a sealed envelope. The exterior of the envelope shall be plainly marked to include: *YOUR COMPANY NAME* and **“Bid #2013-226 Provide, Develop & Implement Sewer Assessment Software.”** Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please Kenneth Mallette, Tax Collector/Acting Tax Assessor, at 401-738-2000, extension 6267 or 6270.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

Any deviation from the specifications must be noted in writing and attached as part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must provide the City of Warwick with an original certificate of insurance (faxes are not acceptable), for General Liability in a minimum amount of \$1 million, naming the *City of Warwick as the additional insured* and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

The successful bidder will provide said insurance within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this

Solicitation, which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full in the best interest of the City.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

BID

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the following specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below.

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract.

Alternative approaches and/or methodologies to accomplish the desired or intended results of the procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this BID will be rejected as being non-responsive.

BACKGROUND AND DESCRIPTION OF PROJECT

The Warwick Sewer Authority (WSA) apportions the costs of sewer construction projects and levies sewer assessments against owners of property abutting on that portion of any highway in which a common sewer is laid.

Sewer Assessments are currently calculated based on property frontage or square footage for properties over an acreage. The assessment rate varies based on construction date. The current formulas for calculating assessments are as follows:

Frontage Method: Assessment = RATE x Linear Feet of Property Frontage

Acreage Method: Assessment = (ACRES^{-0.268324335}) x (RATE x 435.6)* x (ACRES)

**435.6 represents the frontage for a 1 acre parcel, assuming 100 feet of depth*

Assessment bills can be paid in full or spread out over 20 years at a set interest rate applied to the unpaid balance. The interest rate also varies based on billed dates. If not paid in full in the first year, the assessment is amortized in the same way as a mortgage, with principal and interest amounts calculated to result in equal yearly payments. There is no penalty for pre-payments or early payoffs. If an annual payment is not paid in full or if extra principal is paid, the interest portion of the payment gets recalculated (or re-amortized) based on the remaining principal balance.

The assessment is an annual bill, issued once per year (either in April or October) but printed with four quarterly stubs as a customer service to facilitate smaller, more regular payments. Late penalty interest of 12% is charged once a year on the unpaid principal portion of the delinquent payment.

Adjustments to sewer assessment bills are made on a fairly regular basis include abatements and supplements as well as deferrals of all or a portion of the assessment principle for up to twenty (20) years. Adjustments to sewer assessment bills will often, but not always, require that the annual payment be recalculated. In addition, since the assessment interest is charged on the unpaid principle balance, pre-payments or late payments would require the bill be re-amortized to adjust the interest amounts due.

Due to the uniqueness of the sewer assessment methodology, the City of Warwick developed an in-house software program to calculate assessments, generate initial 60-day notices of assessments (to allow time for appeals), generate annual and duplicate bills, and record payments. The system also generates reports for accounting purposes including trial balances, negative balances, delinquent accounts, and customer account transaction history.

The sewer assessment program was written in Informix 4GL in 1994 by an in-house programmer. The application currently resides on a 12 year old Unisys server running UnixWare 7. The software is separate and unconnected from the City's financial accounting and revenue collections software (MUNIS by Tyler Technologies). Payments have to be manually entered into the sewer assessment program. Periodic reports are prepared for the Finance Office which are used to create journal entries to record payments, credit the proper revenue accounts, and debit the long-term receivables.

SCOPE OF SERVICES

The Scope of Work for this project shall consist of working directly with the City of Warwick to provide or develop a software system that carries out all the functions of the current sewer assessment billing system while integrating that system with the City's financial and accounting software. The work is expected to involve the following:

1. Development of new software (or tailoring of existing software) to issue bills and track sewer assessment payments using the methodology employed by the City of Warwick;
2. Automation of bill collections and posting of payments. It is the goal to have this software package integrate with our existing register equipment, most specifically the validation equipment.
3. Conversion of existing data, including history and account balances, into the new software system;
4. Integration with existing financial accounting software. Ability to integrate with Munis Financial software as that is our existing financial package.
5. Numerous meetings with City of Warwick staff during development including product demonstrations;

6. Training of billing and accounting staff in the use of the software;
7. Responsive customer support and software updates that integrate new technologies and processes. Essentially “futureproofing” this software to ensure that it is up to date with changing technology. This should be part of the annual maintenance costs associated with the software.
8. New software should utilize a Microsoft SQL database and reside on a Microsoft Windows server platform. Ability to be utilized on HP server hardware. Integration with Epson 6000III Validator hardware and Dell Cash Station hardware preferable.
9. Ability to integrate with Microsoft Office products for mail merges, reporting, querying, etc.

REQUIRED SUBMISSIONS

1. Company Profile
2. Proposed Personnel assigned to contract and their respective Curriculum Vitae. Each of the persons assigned to the project must submit their area of expertise along with any licenses or certifications they may have earned, along with a description of the services they will be providing. All support personnel must be identified with their respective roles or specific project responsibilities enumerated.
3. Explanation of the project and the projected outcomes
4. Schedule of completion timelines for each phase of the project.
5. List of references with contact names and telephone numbers for work performed on similar types of projects.

QUALIFICATIONS

The selected bidder shall have the ability and experience in the implementation of software in similar size applications. A minimum of five years implementing software and development of such projects.

The selected bidder shall have experience with conversion of Informix 4gl, and familiar with Unix/Linux Operating Systems.

The selected bidder shall have demonstrated experience integrating with Munis Financial software.

SELECTION CRITERIA

| | |
|---|-----------|
| 1. Software design and conformity | 10 points |
| 2. Demonstrated ability to administer similar contracts | 10 points |
| 3. Proposed reporting of progress and implementation including communication with the City. | 20 points |
| 4. Complete fee schedule | 15 points |
| 5. Firms history/municipal experience | 10 points |
| 6. Bonding/indemnification | 5 points |
| 7. Experience in conversions | 10 points |
| 8. Ability to convert existing data | 5 points |
| 9. Rhode Island company | 5 points |
| 10. References (see note below) | 10 points |

*The City reserves the right to contact references other than, and/or in addition to, those furnished by a bidder.

CITY OF WARWICK
BID AND CONTRACT FORM

TITLE OF SPECIFICATION Bid #2013-226 Provide, Develop & Implement
Sewer Assessment Software

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

Total Lump Sum \$ _____

Warranty Period _____

Cost of Maintenance Agreement (after warranty period) \$ _____

Number of Training Days Included _____

Please list any additional fees (if necessary)

PLEASE SUBMIT THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid #2013-226

PURCHASING AGENT